

PATENT APPLICATION
Docket No. 11527.209.2

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Per Just Andersen, Ph.D.
and Simon K. Hodson

Serial No. 09/390,583

Filed: September 2, 1999

For: COATED STARCH-BASED COMPOSITIONS
AND METHODS FOR MANUFACTURING
STARCH-BASED COMPOSITIONS

Examiner: Blaine Copenheaver

TERMINAL DISCLAIMER

The Assistant Commissioner of Patents
and Trademarks
Washington, D. C. 20231

Sir:

E. Khashoggi Industries, LLC, a corporation of the State of Delaware, having a principal place of business at 800 Miramonte Drive, Santa Barbara, California 93109-1419, by and through John M. Guynn (hereinafter “Declarant”), patent counsel of record for E. Khashoggi Industries, LLC (hereinafter “Assignee”), represents that it is the assignee of the entire interest, as shown by the group Assignment recorded at reel 8761, frame 333, in the records of the U.S. Patent and Trademark Office, of the above-identified application (hereinafter “Subject Application”), and also of U.S.

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Patent Nos. 5,702,787, 5,705,239 and 5,736,209 and by the Assignment recorded at reel 10312, frame 119 of U.S. Patent No. 6,083,586. Assignee hereby further certifies by and through Declarant that the foregoing assignments recorded at reel 8761, frame 333, and reel 10312, frame 119, have been reviewed by the Declarant, and to the best of Declarant's knowledge and belief, title is in the Assignee seeking to take action.

Assignee hereby disclaims the terminal part of any patent granted on the Subject Application that would extend beyond the expiration date of the full statutory term of U.S. Patent Nos. 5,702,787, 5,705,239 and 5,736,209 and 6,083,586, and hereby agrees that any patent so granted on the Subject Application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 5,702,787, 5,705,239 and 5,736,209 and 6,083,586, this agreement to run with any patent granted on the Subject Application and to be binding upon the grantee, its successors or assigns.

Assignee does not disclaim the terminal part of any patent granted on the Subject Application that would extend beyond the term of U.S. Patent Nos. 5,702,787, 5,705,239 and 5,736,209 and 6,083,586 in the event that any of U.S. Patent Nos. 5,702,787, 5,705,239 and 5,736,209 and 6,083,586, later: expire(s) for failure to pay a maintenance fee; is/are held unenforceable, is/are found invalid, is/are statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321(a), has/have all claims cancelled by a reexamination certificate, or is/are otherwise terminated prior to the expiration of its/their statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and further that

these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed at Salt Lake City, Utah this 9th day of October 2001.

E. Khashoggi Industries, LLC
a corporation of the State of Delaware

By: _____



John M. Guynn
Patent Counsel for E. Khashoggi Industries, LLC
Registration No. 36,153

JMG:cm



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PATENT TRADEMARK OFFICE